

An. Code, 1924, sec. 45. 1912, sec. 45. 1910, ch. 346, sec. 42 (p. 280).

**42.** Where the seller of goods has a voidable title thereto, but his title has not been avoided at the time of the sale, the buyer acquires a good title to the goods; provided, he buys them in good faith, for value, and without notice of the seller's defect of title.

See notes to sec. 38.

An. Code, 1924, sec. 46. 1912, sec. 46. 1910, ch. 346, sec. 43 (p. 280).

**43.** Where a person having sold goods continues in possession of the goods, or of negotiable documents of title to the goods, the delivery or transfer by that person, or by an agent acting for him, of the goods or documents of title under any sale, pledge or other disposition thereof, to any person receiving and paying value for the same in good faith and without notice of the previous sale, shall have the same effect as if the person making the delivery or transfer were expressly authorized by the owner of the goods to make the same.

This section referred to in construing sec. 22—see notes thereto. *Stem v. Crawford*, 133 Md. 588.

See art. 14, sec. 39, and art. 14A, sec. 48.

An. Code, 1924, sec. 47. 1912, sec. 47. 1910, ch. 346, sec. 44 (p. 281).

**44.** Where a person having sold goods continues in possession of the goods or of negotiable documents of title to the goods and such retention of possession is fraudulent in fact or is deemed fraudulent under any rule of law a creditor or creditors of the seller may treat the sale as void.

An. Code, 1924, sec. 48. 1912, sec. 48. 1910, ch. 346, sec. 45 (p. 281).

**45.** A document of title in which it is stated that the goods referred to therein will be delivered to the bearer, or to the order of any person named in such document, is a negotiable document of title.

An. Code, 1924, sec. 49. 1912, sec. 49. 1910, ch. 346, sec. 46 (p. 281).

**46.** A negotiable document of title may be negotiated by delivery:

(a) Where by the terms of the document the carrier, warehouseman or other bailee issuing the same undertakes to deliver the goods to the bearer; or,

(b) Where by the terms of the document the carrier, warehouseman or other bailee issuing the same undertakes to deliver the goods to the order of a specified person, and such person or a subsequent endorsee of the document has endorsed it in blank or to bearer; where by the terms of a negotiable document of title the goods are deliverable to bearer, or where a negotiable document of title has been indorsed in blank or to bearer, any holder may indorse the same to himself or to any other specified person, and in such case the document shall thereafter be negotiated only by the indorsement of such indorsee.

An. Code, 1924, sec. 50. 1912, sec. 50. 1910, ch. 346, sec. 47 (p. 281).

**47.** A negotiable document of title may be negotiated by the indorsement of the person to whose order the goods are by the terms of the document deliverable. Such indorsement may be in blank, to bearer or to a specified person. If indorsed to a specified person, it may be again negotiated by the indorsement of such person in blank, to bearer or to another specified person. Subsequent negotiation may be made in like manner.